

173604 SA-1 ORS-1

210 N. Park Ave.

Winter Park, FL

32789

April 18, 2005 Via Overnight Delivery

P.O. Drawer 200

Winter Park, FL 32790-0200

Mr. Charles L.A. Terreni, Chief Clerk South Carolina Public Service Commission Synergy Business Park, Saluda Building 101 Executive Center Drive Columbia, SC 29210

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Tel: 407-740-8575

Fax: 407-740-0613

tmi@tminc.com

Re: Initial Tariff Compliance Filing for nationwide Professional Teleservices, LLC Pursuant to Docket No. 2004-283-C, Order No. 2005-148

Dear Mr. Terreni:

Enclosed for filing are the original and five (5) copies of the initial tariff compliance filing filed on behalf of **Nationwide Professional Teleservices**, **LLC** to provide intrastate resold interexchange telecommunications services and for Alternative Regulation. The company was granted a certificate of authority to operate as a reseller of telecommunications within the State of South Carolina in Docket No. 2004-283-C, issued on April 8, 2005 in Order No. 2005-148.

Also enclosed is the company's Authorized Utility Representative Information form.

1 Dá

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for this purpose.

Any questions regarding this filing may be directed to me at 407-740-8575 or via email at mbyrnes@tminc.com. Thank you for your assistance to this matter.

Sincerely,

Monique Byrnes

Consultant to Nationwide Professional Teleservices, LLC

Enclosures

cc:

W. Danger, Nationwide Pro Tel

John Pringle, Esquire -Ellis Lawhorne

C. Dukes Scott, Executive Director - Regulatory Staff

file:

Nationwide Pro Tel - SC

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AUTHORIZED UTILITY REPRESENTATIVE INFORMATION

PURSUANT TO SOUTH CAROLINA PUBLIC SERVICE COMMISSION REGULATION

103-612.2.4(b) - Each utility shall file and maintain with the Commission the name, title, address, and telephone number of the persons who should be contacted in connection with General Management Duties, Customer Relations (Complaints), Engineering Operations, Test and Repairs, and Emergencies during non-office hours.

Nationwide Professional Teleservices, LLC

14001 63rd Way

Clearwater, Florida 33760

Phone:

727-535-1700

Fax:

727-536-8368

Toll-Free:

800-796-2503

A. General Manager Representative, Phone Number, Fax Number & E-Mail Address:

Sheri Lutich, President

Nationwide Professional Teleservices, LLC

14001 63rd Way

Clearwater, Florida 33760

Phone:

727-535-1700

Fax:

727 536-8368

Toll-Free:

800-796-2503

E-Mail:

slutich@professionalteleservcies.com

B. Customer Relations (Complaints) Representative:

Jackie Williams, Customer Service Manager

Toll-Free:

800-796-2503

C. Engineering Operations Representative:

Erik Olson, Chief Information Officer

Phone:

727-535-1700

D. Test & Repair Representative:

Jackie Williams, Customer Service Manager

Toll-Free:

800-796-2503

E. Contact for Emergencies During Non-Office Hours:

Erik Olson, CIO

Toll-Free:

800-796-9784

F. Financial Representative:

Karen Pennamacoor

Toll-Free:

800-470-2105

G. Customer Contact Telephone Number for Company (Toll-Free)"

Toll-Free:

800-796-2503

If you have any questions, contact the Consumer Services Department at (803-896-5230) or Utilities Department at (803-896-5105)

14001 63rd Way

Clearwater, Florida 33760

Issued by: Sheri Lutich, President

Issued: April 19, 2005

South Carolina Tariff No. 1 Original Page 1

Effective: April 8, 2005 April 8, 2005

TITLE SHEET

South Carolina

TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the resale of telecommunication services provided by Nationwide Professional Teleservices, LLC with offices at 14001 63rd Way, Clearwater, Florida 33760.

This tariff applies for services furnished within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

14001 63rd Way

Clearwater, Florida 33760

Issued by: Sheri Lutich, President

Issued: April 19, 2005 Effective: April 8, 2005

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

| PAGE | REVISION | | PAGE | REVISION | |
|-------------|----------|---|------|----------|---|
| 1 | Original | * | 21 | Original | * |
| 2 | Original | * | 22 | Original | * |
| 3 | Original | * | 23 | Original | * |
| 4 | Original | * | 24 | Original | * |
| 5 | Original | * | 25 | Original | * |
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| 18 | Original | * | | | |
| 19 | Original | * | | | |
| 20 | Original | * | | | |
| | • | | | | |

^{* -} indicates those pages included with this filing.

South Carolina Tariff No. 1

Original Page 2

Nationwide Professional Teleservices, LLC 14001 63rd Way Clearwater, Florida 33760

Issued by: Sheri Lutich, President

South Carolina Tariff No. 1 Original Page 3

Issued: April 19, 2005

Effective: April 8, 2005

TABLE OF CONTENTS

| Check Sheet | 2 |
|---|----|
| Table of Contents | 3 |
| Symbols | 4 |
| Tariff Format | 5 |
| Section 1 - Technical Terms and Abbreviations | 6 |
| Section 2 - Rules and Regulations | 8 |
| Section 3 - Description of Services and Rates | 21 |
| Section 4 - Current Rates | 23 |
| Section 5 - Promotions | |
| Section 6 - Contract Services | 25 |

14001 63rd Way

Clearwater, Florida 33760

Issued: April 19, 2005

Issued by: Sheri Lutich, President

South Carolina Tariff No. 1 Original Page 4

Effective: April 8, 2005

SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) Change in Rule or Regulation.
- (D) Delete or discontinue.
- (I) Change Resulting in an increase to a customer's bill.
- (M) Moved from another tariff location.
- (N) New.
- (R) Change resulting in a reduction to a customer's bill.
- (T) Change in text or regulation.

14001 63rd Way

Clearwater, Florida 33760

Issued by: Sheri Lutich, President

Issued: April 19, 2005 Effective: April 8, 2005

TARIFF FORMAT

- A. Sheet Numbering Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- **B.** Sheet Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the South Carolina PSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.
- **C. Paragraph Numbering Sequence** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).

D. Check Sheets - When a tariff filing is made with the South Carolina PSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheet contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages).

South Carolina Tariff No. 1

Original Page 5

14001 63rd Way

Clearwater, Florida 33760

Issued by: Sheri Lutich, President

Issued: April 19, 2005 Effective: April 8, 2005

South Carolina Tariff No. 1

Original Page 6

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's telephone to a Nationwide Pro Tel's designated switching center or point-of-presence.

Account Code - A numerical code, assigned to the Customer, to enable the Company to identify use of a service offering by the Customer and to bill the use of that service offering by the Customer. Multiple Account Codes may be assigned to the Customer to identify individual users or groups of users.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code

Commission - Refers to the South Carolina Public Service Commission.

Company or Carrier - Refers to Nationwide Professional Teleservices, LLC., unless otherwise clearly indicated by the context.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

14001 63rd Way

Clearwater, Florida 33760

Issued by: Sheri Lutich, President

South Carolina Tariff No. 1 Original Page 7

Issued: April 19, 2005 Effective: April 8, 2005

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

End User - Any person, firm, partnership, corporation or other entity that uses the service of the Company under the terms and conditions of this tariff. The End User is responsible for payment unless the charges for the service utilized are paid by the Customer.

Equal Access - Where the local exchange Company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers can pre-subscribe their telephone line(s) to their preferred interexchange carrier.

LATA - Local Area of Transport and Access.

Nationwide Pro Tel - Refers to Nationwide Professional Teleservices, LLC, unless otherwise clearly indicated by the context.

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

14001 63rd Way

Clearwater, Florida 33760

Issued: April 19, 2005

Issued by: Sheri Lutich, President

South Carolina Tariff No. 1 Original Page 8

Effective: April 8, 2005

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Nationwide Professional Teleservices, LLC

Nationwide Pro Tel's services and facilities are furnished for communications originating at specified points within the State of South Carolina under terms of this Tariff.

Nationwide Pro Tel installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. Nationwide Pro Tel may act as the Customer's agent for ordering access connection facilities provided by other entities, when authorized by the Customer, to allow connection of a Customer's location to the Nationwide Pro Tel network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Use

- 2.2.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.3 A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

14001 63rd Way

Clearwater, Florida 33760

Issued: April 19, 2005

Issued by: Sheri Lutich, President

South Carolina Tariff No. 1 Original Page 9

Effective: April 8, 2005

SECTION 2 - RULES AND REGULATIONS

2.3 Limitations

- 2.3.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.3.2 Nationwide Pro Tel reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4 All facilities provided under this tariff are directly or indirectly controlled by Nationwide Pro Tel and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.3.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

14001 63rd Way

Clearwater, Florida 33760

Issued by: Sheri Lutich, President

Effective: April 8, 2005

South Carolina Tariff No. 1

Original Page 10

<u>Issued</u>: April 19, 2005

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liabilities of the Company

- 2.4.1 The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.4.2 Nationwide Pro Tel shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action of request of the U.S. Government, or any other government, including state and local governments having jurisdiction over Nationwide Pro Tel or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.

14001 63rd Way

Clearwater, Florida 33760

Issued: April 19, 2005

Issued by: Sheri Lutich, President

South Carolina Tariff No. 1 Original Page 11

Effective: April 8, 2005

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Liabilities of the Company, (Cont'd.)

- 2.4.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 2.4.4 Nationwide Pro Tel shall be indemnified and held harmless by the Customer and Subscriber from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmittal by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Subscriber relating to the use of the Company's facilities.
- 2.4.5 The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.

14001 63rd Way

Clearwater, Florida 33760

Issued: April 19, 2005

Issued by: Sheri Lutich, President

South Carolina Tariff No. 1 Original Page 12

Effective: April 8, 2005

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Billing and Payment for Service

2.5.1 Responsibility for Charges

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- A. any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company;
- **B.** any and all use of the service arrangement provided by the Company, including calls which the Customer did not individually authorize;
- C. any calls placed by or through the Customer's equipment via any remote access feature(s);
- **D.** any and all calls placed to an toll-free (e.g., 800, 888) service number provided to the Customer by the Company.

14001 63rd Way

Clearwater, Florida 33760

Issued by: Sheri Lutich, President

Effective: April 8, 2005

South Carolina Tariff No. 1

Original Page 13

Issued: April 19, 2005

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Billing and Payment for Service, (Cont'd.)

2.5.2 Payment for Service

- All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. The billing agent may be the Company, a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agent and subject to the rules of regulatory bodies having jurisdiction. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist that reasonably indicate that such changes are appropriate.
- **B.** Disputes with respect to charges must be presented to the Company in writing within one hundred (120) days from the date the bill in question is issued or such bill will be deemed correct and binding on the Customer.
- C. Unless otherwise specified below, services provided by the Company are billed in arrears directly to the Customer on a monthly basis.

14001 63rd Way

Clearwater, Florida 33760

Issued by: Sheri Lutich, President

South Carolina Tariff No. 1 Original Page 14

Issued: April 19, 2005 Effective: April 8, 2005

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Billing and Payment for Service, (Cont'd.)

2.5.3 Deposits

The Company does not collect Customer Deposits.

2.5.4 Advance Payments

The Company does not collect Advance Payments.

2.5.5 Late Payment Charge

Payment is within thirty (30) days subsequent to the invoice date and are considered past after the thirty (30) day period. Late payment charges may be applied as allowed pursuant to South Carolina Public Service Commission Reg. 103-622.2 which provides that a maximum one and one half percent (1.5%) may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. Billings for 900 and 900-type charges or non-regulated items are excluded from the balance on which a late charge may be imposed.

2.5.6 Return Check Charge

The Company reserves the right to assess a return-check charge not to exceed that allowed by applicable state law as contained in S.C. Code Ann. 34-11-70, whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds. A Maximum Return Check Charge is \$25.00, or \$30.00 if the check or draft is in excess of \$100.00.

14001 63rd Way

Clearwater, Florida 33760

Issued: April 19, 2005

Issued by: Sheri Lutich, President

South Carolina Tariff No. 1 Original Page 15

Effective: April 8, 2005

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Billing and Payment for Service, (Cont'd.)

2.5.7 Customer Complaints and/or Billing Disputes

Customers have the right to refer billing disputes and any other complaints to Company at 14001 63rd Way, Clearwater, Florida 33760, or via telephone by dialing 1-877-819-3025. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the South Carolina Office of Regulatory Staff ("ORS") in accordance with the ORS's rules of procedure. The contact information for the ORS is as follows:

Office of Regulatory Staff Consumer Services Department Post Office Box 11263 Columbia, SC 29211 Phone: (803) 737-5230 Fax: (803) 737-4750

1-800-922-1531 (Toll free within SC)

2.5.8 Taxes and Fees

- 2.5.8.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff. To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.5.8.2 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund (USF) and compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

14001 63rd Way

Clearwater, Florida 33760

Issued by: Sheri Lutich, President

Effective: April 8, 2005

South Carolina Tariff No. 1

Original Page 16

Issued: April 19, 2005

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Refusal or Discontinuance by Company

The Company may refuse or discontinue service under the following conditions. Unless otherwise specified, the Customer or Subscriber will be given seven (7) days written notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

- **2.6.1** For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.
- **2.6.2** For the use of telephone service for any other property or purpose other than that described in the application.
- **2.6.3** For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- **2.6.4** For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission.
- **2.6.5** For non-payment of bills for telephone service.
- **2.6.6** Without notice in the event of Customer, Authorized User or Subscriber use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- **2.6.7** Without notice in the event of tampering with the equipment furnished and owned by the Company.

14001 63rd Way

Clearwater, Florida 33760

Issued by: Sheri Lutich, President

South Carolina Tariff No. 1

Original Page 17

Issued: April 19, 2005 Effective: April 8, 2005

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Refusal or Discontinuance by Company, (Cont'd.)

- 2.6.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- **2.6.9** For failure of the Customer or Subscriber to make proper application for service.
- **2.6.10** For Customer's or Subscriber's breach of the contract for service between the Company and the Customer, including posting or access requirements as specified to comply with state and federal regulations.
- **2.6.11** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

14001 63rd Way

Clearwater, Florida 33760

Issued: April 19, 2005

Issued by: Sheri Lutich, President

South Carolina Tariff No. 1 Original Page 18

Effective: April 8, 2005

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Interruption of Service

Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.4 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer. Credit allowances for interruptions of service are limited the initial minimum period charge incurred to re-establish the interrupted call.

2.8 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.9 Other Rules

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities of NXX exchanges, or by blocking calls using certain Personal Account Codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

14001 63rd Way

Clearwater, Florida 33760

Issued: April 19, 2005

Issued by: Sheri Lutich, President

South Carolina Tariff No. 1 Original Page 19

Effective: April 8, 2005

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 Responsibilities of the Subscriber

- 2.10.1 The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.10.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by Nationwide Pro Tel on the Subscriber's behalf.
- **2.10.3** If required for the provision of Nationwide Pro Tel's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to Nationwide Pro Tel.
- 2.10.4 The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and Nationwide Pro Tel when required for Nationwide Pro Tel personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of Nationwide Pro Tel's Services.
- 2.10.5 The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with Nationwide Pro Tel' facilities or services, that the signals emitted into Nationwide Pro Tel's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.
- 2.10.6 If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Nationwide Pro Tel's equipment, personnel, or the quality of Service to other Subscribers or Customers, Nationwide Pro Tel may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Nationwide Pro Tel may, upon written notification, terminate the Subscriber's service.
- 2.10.7 The Subscriber must pay Nationwide Pro Tel for replacement or repair of damage to the equipment or facilities of Nationwide Pro Tel caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.
- **2.10.8** The Subscriber must pay for the loss through theft or fire of any of Nationwide Pro Tel' equipment installed at Subscriber's premises.

14001 63rd Way

Clearwater, Florida 33760

Issued: April 19, 2005

Issued by: Sheri Lutich, President

South Carolina Tariff No. 1 Original Page 20

Effective: April 8, 2005

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.11 Responsibilities of the Customer

- **2.11.1** The Customer is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.
- **2.11.2** The Customer is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.11.3 The Customer is responsible for providing Nationwide Pro Tel with a valid method of billing for each call. Nationwide Pro Tel reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot by validated, the user may be required to provide an acceptable alternate billing method or Nationwide Pro Tel may refuse to place the call.

2.13 Validation of Credit

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. Where a Customer's creditworthiness is unacceptable to the Company, Nationwide Pro Tel may refuse to provide service, require a deposit or advance payment, or otherwise restrict or interrupt service to a Customer.

2.14 Marketing

As a telephone utility under the regulation of the Public Service Commission of South Carolina, Nationwide Pro Tel does hereby assert and affirm that as a reseller of intrastate telecommunications service, Nationwide Pro Tel will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and will comply with those marketing will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, Nationwide Pro Tel will be responsible for the marketing practices of [its] contracted telemarketers for compliance with this provision. Nationwide Pro Tel understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of [its] certification to complete intrastate telecommunications traffic within the State of South Carolina.

14001 63rd Way

Clearwater, Florida 33760

Issued by: Sheri Lutich, President

Effective: April 8, 2005

South Carolina Tariff No. 1

Original Page 21

Issued: April 19, 2005

SECTION 3 - DESCRIPTION OF SERVICES AND RATES

3.1 General

Nationwide Professional Teleservices, LLC provides long distance service to Customers for communications originating and terminating within the State of South Carolina.

3.2 Timing of Calls

The Company does not offer time sensitive calls.

3.3 Holidays

The Company does not offer rate discounts for calls placed on state of federal holidays.

3.4 Rate Periods

The Company does not rate calls based on time-of-day.

3.5 Calculation of Distance

The Company does not rate calls based on distance.

14001 63rd Way

Clearwater, Florida 33760

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Effective: April 8, 2005

South Carolina Tariff No. 1

Original Page 22

Issued: April 19, 2005

SECTION 3 - DESCRIPTION OF SERVICES AND RATES, (CONT'D.)

3.6 Unlimited LD Service Plan

Unlimited LD Service Plan allows Customers to place an unlimited number of intrastate and interstate toll calls for a flat rate per month. Calls are placed via a toll free access number. The plan does not require that the Customer be presubscribed to the Company, nor does it require an authorization code. The plan only requires that the calling number be recognized as belonging to a Subscriber. The plan's Monthly Recurring charge is either billed on the Customer's local exchange bill or debited as a preauthorized bank draft provided by the Customer at the time of subscription to the service. Customers choose the billing method at the time of service initiation. Customers may use the service at no charge for 14 days. After that trial period, billing will begin. Also included in the service is unlimited dial-up internet access and unlimited enhanced voicemail (1 mailbox).* Calls are placed over customer-provided telephone lines.

Maximum Rate per month: \$79.95

Maximum Set Up Fee: \$50.00

* - Voicemail is an enhanced service and is not regulated by the Commission.

Nationwide Professional Teleservices, LLC $14001 \ 63^{rd} \ Way$

Clearwater, Florida 33760

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Effective: April 8, 2005

South Carolina Tariff No. 1

Original Page 23

SECTION 4 - CURRENT RATES

4.1 **Return Check Charge**

Per Charge Rate for amount less than \$100: \$25.00 Per Charge Rate for amount in excess of \$100: \$30.00

4.2 **Unlimited LD Service Plan**

Rate per month: \$39.95

Set up fee: \$19.95

14001 63rd Way

Clearwater, Florida 33760

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South Carolina Tariff No. 1 Original Page 24

Issued: April 19, 2005 Effective: April 8, 2005

SECTION 5 - PROMOTIONS

5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with the Commission prior to offering them to Customers.

5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four (4) minutes duration over its network.

14001 63rd Way

Clearwater, Florida 33760

Issued by: Sheri Lutich, President

South Carolina Tariff No. 1 Original Page 25

Issued: April 19, 2005 Effective: April 8, 2005

SECTION 6 - CONTRACT SERVICES

6.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six (6) months after the initial offering to the first contract Customer for any given set of terms.